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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

SAMPLE BROADCASTING COMPANY, L.P.

EXHIBIT 1

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EXH.

THE APPLICANT

Sample Broadcasting Company, L.P., ("Sample") is an applicant for a new FM radio station at Eldon, Iowa, (FCC File No. BPH-911010MA). A true and correct copy of the applicant's Limited Partnership Agreement is attached hereto.

As the sole general partner, Carmela Sample-Day has exclusive voting control over the applicant's affairs and sole control over the day-to-day operations of the radio station. Since the formation of the partnership, Bruce H. Linder, its limited partner, has performed no services for the partnership other than to provide financing for the construction and operation of the new station there is no arrangement for Mr. Linder to provide any services for the partnership or the proposed station.

There are no arrangements or understandings, express or implied, for any other party including, but not limited to any officer, director or shareholder of O-Town Communications, Inc., except for the disclosed passive interest of Bruce Linder, to have any ownership in or relationship to Sample or its Eldon, Iowa, station. There are no arrangements or understandings, express or implied, for any party to have any control over Sample or its Eldon radio station other than Carmela Sample-Day. There are no arrangements or understandings, express or implied, whereby Sample's Eldon station will be simulcast, jointly operated or programmed with station KKSI. There have never been any such arrangements or understandings.

Federal Communications Commission

Docket No. 92-316 Exhibit No. 3 #1

Presented by SAMPLE

Disposition } Identified 5/25/93

 } Received 5/25/93

 } Rejected _____

Reporter R. LORD

Date 5/25/93

V. AT BIENSTOCK

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FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20540
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for a new FM radio station at Eldon, Iowa, (FCC File No. BPH-
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is attached hereto.

Federal Communications Commission	
Docket No. <u>92316</u>	Exhibit No. <u>3 #1</u>
Presented by <u>SAMPLE</u>	
Disposition	Identified <u>5/25/93</u>
	Received <u>5/25/93</u>
	Rejected _____
Reporter <u>R. LORD</u>	
Date <u>5/25/93</u>	

My statement is
in belief.

Sample-Day
Sample-Day

Sample Broadcasting Company, L.P., holds no ownership or control of any medium of mass communications.

In addition to the broadcast interests of Bruce Linder set forth in the applicant's Standard Integration Statement, a separate hearing exhibit, he holds a 9.53% voting interest in Minnesota Valley Broadcasting Company, licensee of AM station KTOE Mankato, Minnesota, and KDOG(FM) North Mankato, Minnesota. Minnesota Valley Broadcasting Company owns 100% of the voting stock of KMHL Broadcasting Company, licensee of KMHL(AM) and KKCK(FM) Marshall, Minnesota; and owns 49% of the voting stock of Waite Park Broadcasting Company, permittee for a new FM station at Le Sueur, Minnesota.

I certify under penalty of perjury that the above statement is true and correct to the best of my knowledge and belief.

4.30. '93
Date

C Sample-Day
Carmela Sample-Day

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Wapello

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SAMPLE BROADCASTING COMPANY
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE

This Agreement, executed this 26th day of September, 1991 shall establish and create a limited partnership effective as of the date of filing with the Iowa Secretary of State, by and between Carmela Sue Sample, residing at 407 North Court Street, Ottumwa, Iowa, as general partner, and Bruce Linder, P.O. Box 1045, Mankato, Minnesota, 56001, as limited partner.

I. NATURE OF PARTNERSHIP

The above named parties agree to form this limited partnership under the Iowa Uniform Limited Partnership Act, Chapter 545 of the Code of Iowa (1991), on the terms and conditions hereinafter set forth.

The name of the partnership shall be Sample Broadcasting Company, L.P., hereinafter referred to as "the partnership".

The partnership shall be for the purpose of obtaining a construction permit for a radio broadcasting station and for the construction and operating such station at Eldon, Wapello County, Iowa.

The parties hereto shall execute, acknowledge, and file a Certificate of Limited Partnership and shall also cause a certified copy to be filed with the Office of the Recorder in and for Wapello County, Iowa. Such amended certificates, as may be required by the laws of the State of Iowa, from time to time shall be executed, acknowledge and filed by the partners. (Unless otherwise provided herein, the word "partners" means all general and limited partners).

II. PLACE OF BUSINESS

The principle place of business of the partnership shall be at the offices of the general partner, 407 North Court, Ottumwa, Iowa, or at such other location as the general partner shall determine. The agent for service of process and address of such agent is: MCKAY, MORELAND & WEBBER, P.C. 129 W. Fourth St., Box 250, Ottumwa, Ia. 52501.

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III. TERM OF PARTNERSHIP

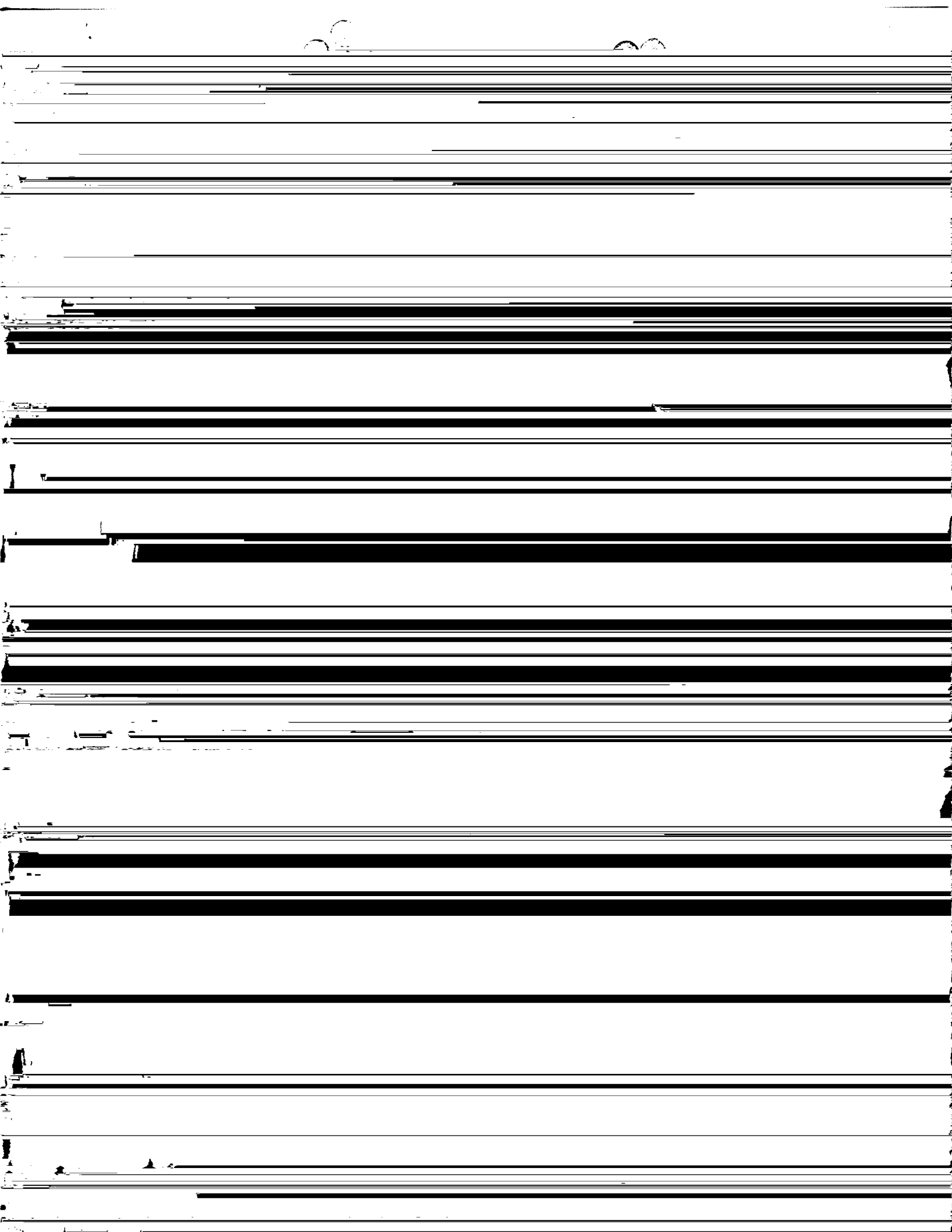
The partnership term shall commence on September 25, 1991, and shall continue indefinitely. It shall terminate on any of the following events:

- (a) On the dissolution of the partnership by law; or
- (b) On the dissolution when agreed on by the partners; or
- (c) On the death, incapacity, or insolvency of the general partner.

IV. DUTIES AND RIGHTS OF PARTNERS

No partner shall have authority to:

- (a) Do any act in contravention of the Certificate of



after the radio station begins broadcast operations pursuant to program test authority. There shall be no terms or conditions in connection with the loan which grant the limited partner any authority, right, or potential right to control or influence the activities of the partnership.

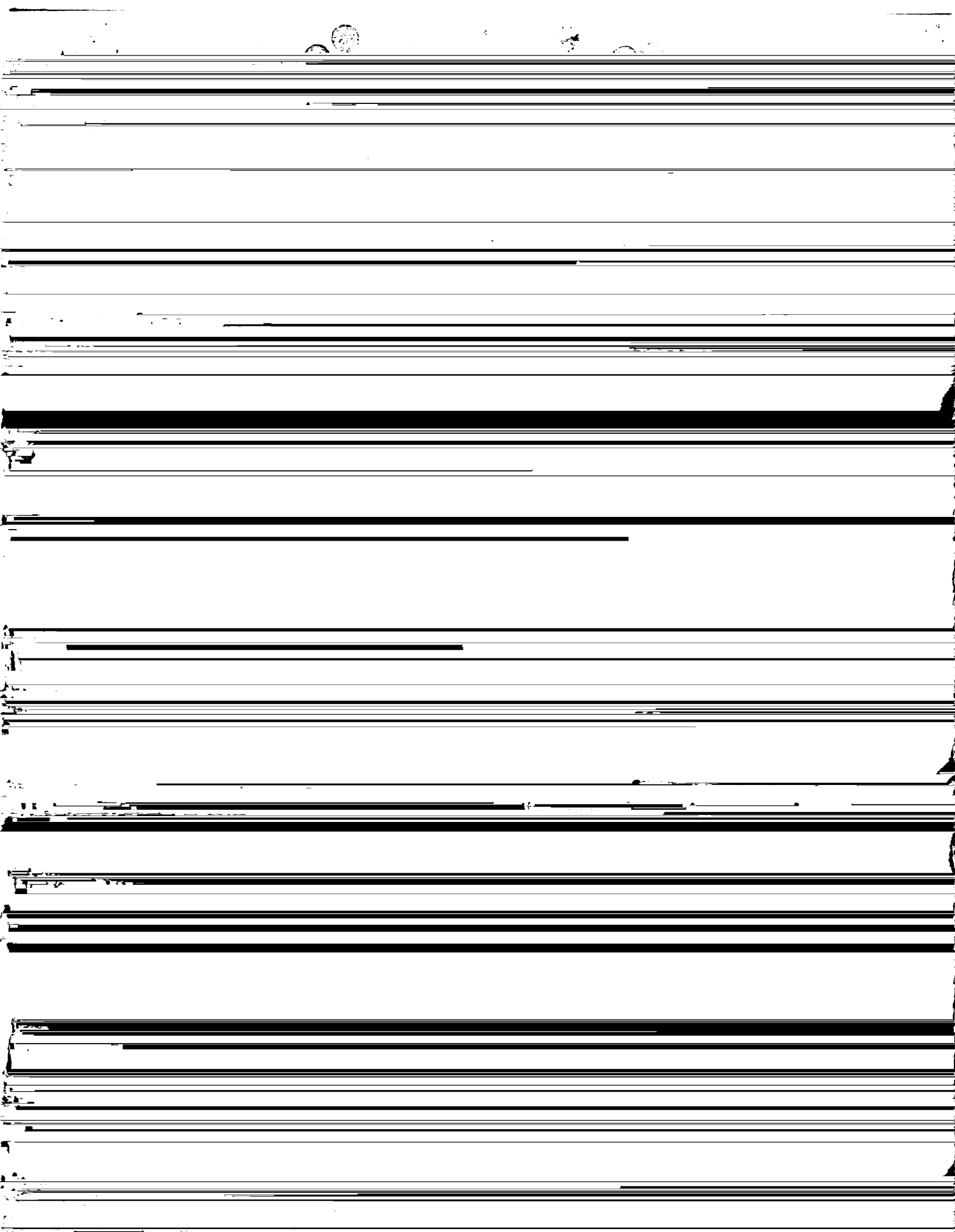
After giving effect to the share of the loss chargeable against the capital contributions of the limited partner, the remaining partnership losses shall be borne by the general partner.

VII. ACCOUNTING

It is agreed that there shall be kept at all times during the continuance of this partnership, good and accurate books of account of all transactions, assets, and liabilities of the partnership. Such books shall be balanced and closed monthly, and at any other time upon reasonable request of the general partner. An individual capital account shall be maintained for each general and limited partner consisting of his capital contribution to the initial capital of the partnership.

An individual income account shall be maintained for each general and limited partner. Such account shall be closed to the capital account of each partner at the close of each fiscal year. As soon as practical after the close of each fiscal year, and at such other times as the general partner may decide, the income account of each partner shall be credited with that partner's dis-

[REDACTED]



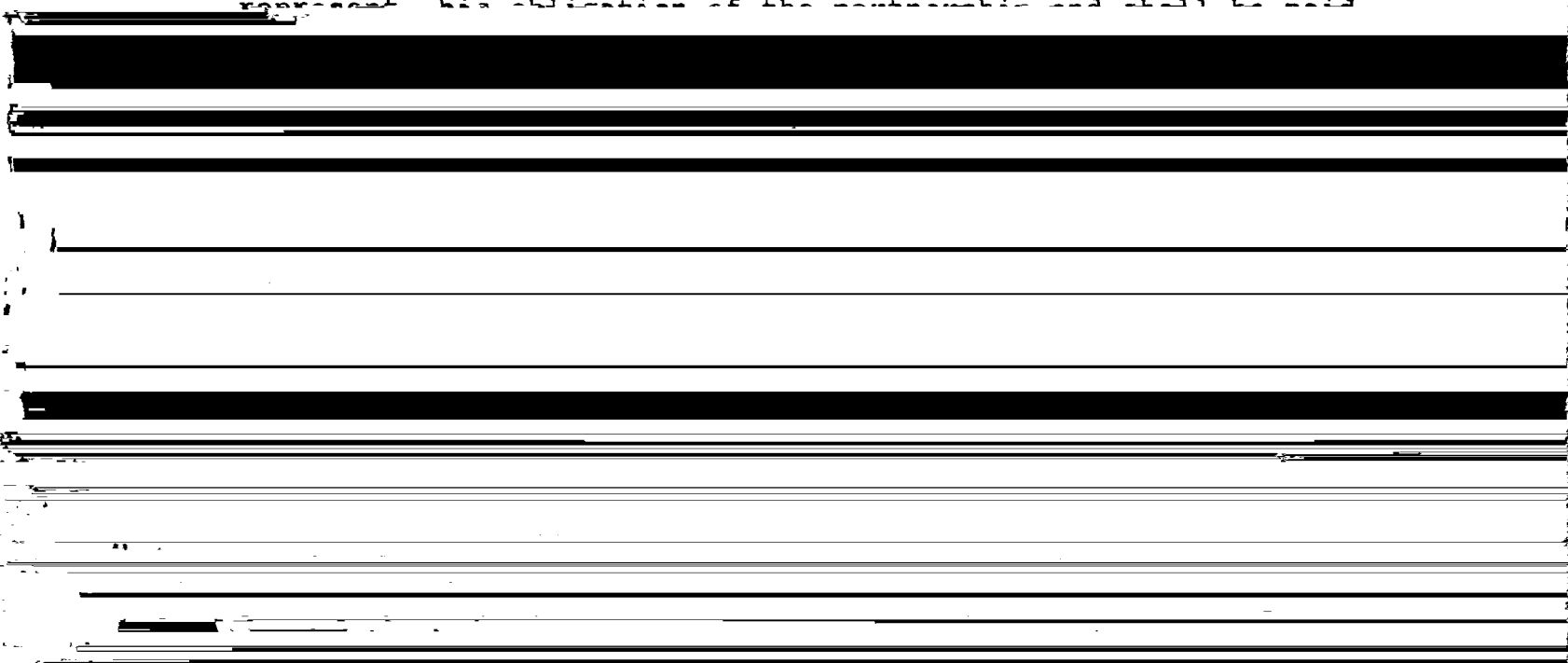
such independent ventures or to the income or profits derived therefrom.

IX. DISSOLUTION

(a) In the event of a dissolution, the partners shall continue to share the profits and losses during the period of liquidation in the same proportions as before. The partners, their respective executors, guardians, administrators, or other legal representatives, as the case may be, shall retain their prorata interest, as provided in Section V of this Agreement, in the radio broadcasting license from the F.C.C. Proceeds from the liquidation of the partnership assets shall be applied according to the following priority:

1. Payment of partnership debts to creditors, other than partners, in the priority provided by law;
2. Payments to general and limited partners for any amounts the partnership owes them, other than for their share of profits or their capital accounts;
3. Payments to general and limited partners for their share of profits;
4. Payments to general and limited partners for the credit balances of their capital accounts.

(b) Should any partner have a debt balance in his capital account as of dissolution, whether due to losses arising in the liquidation or otherwise, the debit balance shall represent his obligation of the partnership and shall be paid



(e) In the event of dissolution caused by the death or insanity or removal or retirement of the sole general partner or the majority stockholder of the sole general partner, should the general partner be a corporation, the executor, guardian, administrator, or other representative of the sole general partner or its majority stockholder shall have the right to wind up the business affairs and liquidate the assets of the partnership as set forth in this paragraph and Agreement, except that in the event that an executor or guardian or administrator or legal representative of such general partner has not been appointed by a court of competent jurisdiction and qualified within 30 days of the date of death or insanity or removal or retirement, than any limited partner shall have the exclusive right to dissolve and wind up the business affairs, and liquidate the assets of the partnership by sending written notice of said election by telegram or regular mail addressed to the "estate of" the named decedent and such election shall be effective upon the date of said telegram or mailing of said notice.

(f) In the event of the death or incapacity of the general partner or its majority stockholder, as the case may be, or the desire of the general partner to dispose of his or her interest in the partnership, or all or substantially all of the partnership assets, the limited partner, or any of them, shall have the right of first refusal to purchase the assets of the partnership. Said right of first refusal shall provide that the limited partner shall receive a written copy of any bonafide offer, and the limited partner shall have a period of 30 days from his receipt thereof to notify the general partner or her representative of his desire to purchase said assets under the same terms and conditions as appear on the offer. If no limited partner accepts such opportunity, within the time period set forth above, the representative of the general partner may accept the previously tendered offer.

X. MISCELLANEOUS CLAUSES AND REPRESENTATIONS

Except as otherwise provided herein, all notices or demands provided for in this agreement shall be directed to the parties at such address as the partner may hereafter from time to time give by written notice to the other partners and to the limited partnership by personal delivery or by registered or certified mail. A notice or demand shall be deemed effective upon personal delivery or on the fourth day after mailing, in the event any party fails to sign a receipt for the registered or certified mail.

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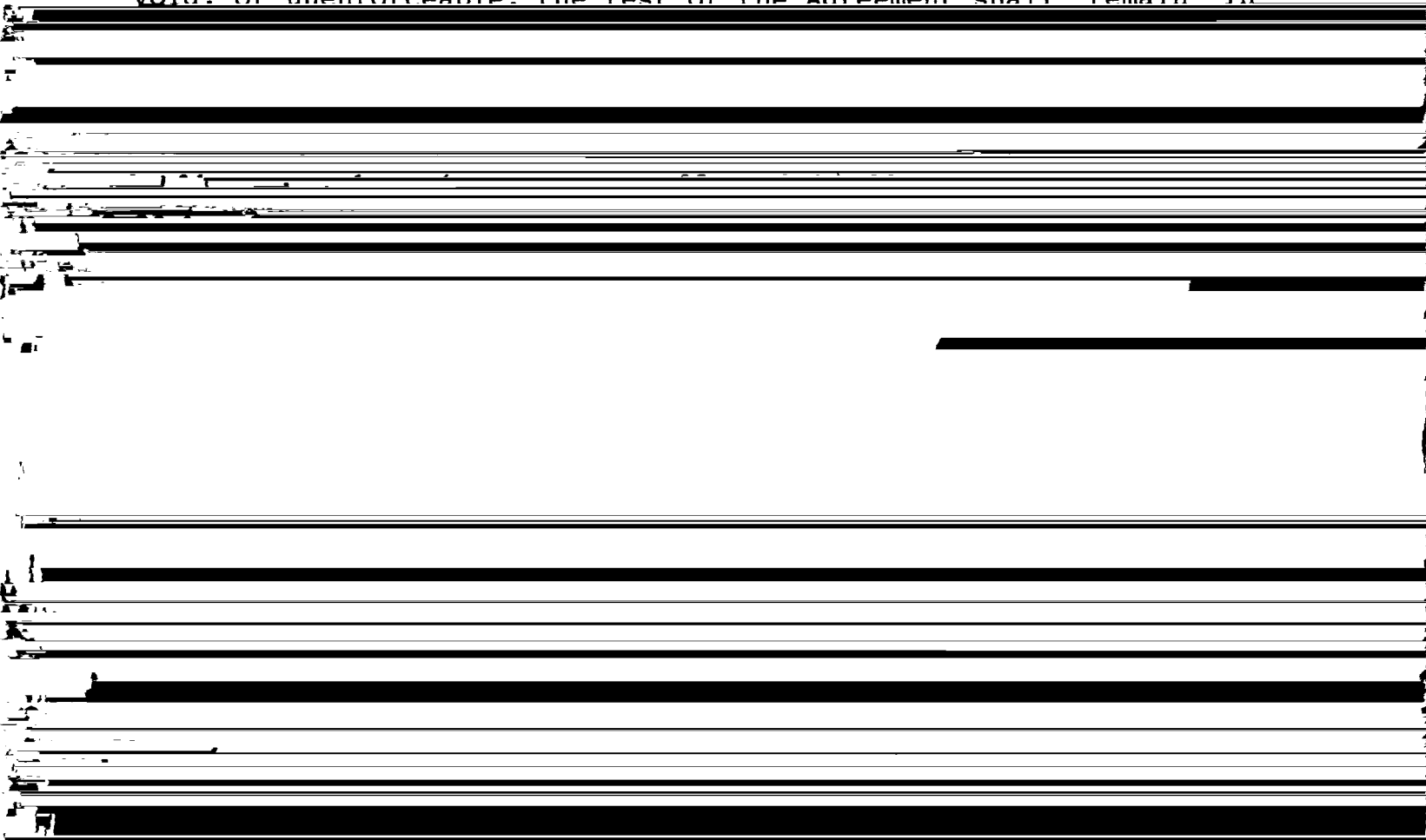
The parties agree to execute, acknowledge, and cause to be filed and recorded the cancellation of the Certificate of Limited Partnership.

This Agreement shall inure to the benefit of and shall be binding upon the assigns, successors in interest, personal representatives, estates, heirs and legatees of the general and limited partner hereto.

This Agreement contains the entire understanding among the partners and supercedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the partners relating to the subject matter of this Agreement which are not expressed herein.

This Agreement may be amended at any time and from time to time only with the unanimous consent of all the partners. Any amendment must be in writing and signed by all partners.

If any term, condition, covenant or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in



STATE OF IOWA }
 } SS:
WAPELLO COUNTY }

The undersigned, Carmela Sue Sample, being first duly sworn, states that the above and foregoing Agreement was prepared at my request, and that the statements therein contained are true and correct as I verily believe.

Carmela Sue Sample
Carmela Sue Sample

Subscribed and sworn to before me, the undersigned Notary Public, on this 26th day of September, 1991.

Notary Public

STATE OF IOWA }
 } SS:
WAPELLO COUNTY }

The undersigned, Bruce Linder, being first duly sworn, states that the above and foregoing Agreement was prepared at my request, and that the statements therein contained are true and correct as I verily believe.

Bruce Linder
Bruce Linder

Subscribed and sworn to before me, the undersigned Notary Public, on this 25th day of September, 1991.



Notary Public
in the Office of the Secretary of State of Iowa

By: McKay David Linn Attn: John R. Webber
(Sept 30, 1991) 129 W 4th St BOX 250
Osurnwa Ia, 52501
Cert. No. EL87183 ELAINE BAXTER, Secretary of State

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SAMPLE BROADCASTING COMPANY, L.P.

EXHIBIT 2

I was born in Bloomfield, Iowa, approximately 30 miles from Eldon. My mother is full-blooded Hispanic and was born in Mexico. I spent the early part of my childhood in the Bloomfield/Ottumwa area, moving to Mexico and becoming a full-time resident there in 1971. I attended I.T.E.S.O. college in Guadalajara Mexico and

Federal Communications Commission	
Docket No. <u>92-316</u>	Exhibit No. <u>5#2</u>
Presented by <u>SAMPLE</u>	
Disposition	Identified <u>5/25/93</u>
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	Rejected <u>_____</u>
Reporter <u>D. LORD</u>	
Date <u>5/25/93</u>	

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a very general overview of the steps involved.

asked him if he was interested in the Eldon channel

This community interaction has given me special insight to the needs and interests of the people in Southeastern Iowa. I also write and sell news stories to newswires such as the Associated Press. I hired and supervised a part time employee in the news department and am responsible for scheduling air-shift replacements for myself when I must be away from the station.

Owning and operating my own radio station has been an interest of mine for a number of years. I first learned about the channel allocation at Eldon by reading an article in a local area newspaper in the summer of 1991. Upon reading the article, I became very curious about the Eldon opportunity and considered filing for the Eldon facility as a sole proprietor. I asked people I knew in the radio business if they could tell me anything about the allocation or could explain what was required for the application process. Among those I approached was Bruce Linder.

I first met Bruce Linder in late 1990 or early 1991, a few months after I started working at station KKSI. As my relationship with Mr. Linder developed, we had a number of formal and informal opportunities to get to know one another. Through our discussions, I learned that many of his ideals and interests complimented my own. I believe him to be intelligent and trustworthy. I have always felt comfortable with him.

In my conversations with Mr. Linder about the Eldon channel, I asked him if he knew what was involved in the application process. He gave me a very general overview of the steps involved. At one point, I asked him if he was interested in the Eldon channel

and would be willing to consider joining with me in applying for the Eldon station. He said that he might be interested but if he were to participate in this venture it would be only as a passive investor with no responsibility for the management or operation of the business or the radio station. He offered to secure the financing for the project if we went ahead. We had several more meetings, in person and by telephone, to discuss the application. During these discussion, we talked about radio station operation, programming and formats. He asked me about my goals, aspirations, and employment history. I found that we shared many of the same approaches to broadcasting. I took some time to consider my options and interests further to make sure that I was prepared and committed to undertake the responsibility of forming and being in charge of this new business. After going over this matter for a few days, I decided to pursue the Eldon construction permit as a career and business opportunity for myself and a chance to build a business in my field in the same general area where I was born and my father had been a member of the business community. In late August 1991, Mr. Linder and I agreed to form a limited partnership in which I would be the active general partner and he would be the passive limited partner. As soon as we reached this understanding, I began to take steps to prepare and file the construction permit application.

Mr. Linder suggested some names of consultants I might consider contacting and lent me some reference material with lists of consultants. After speaking with several potential communica-

tions counsel, I selected and hired Miller & Fields, P.C., (now Miller & Miller, P.C.) to assist me. I relied on communications counsel to outline the steps required for preparing and filing the Eldon construction permit application. I spoke to several broadcast consulting engineers before retaining Owl Engineering to assist me in the engineering aspects of the Eldon application. I selected McKay Moreland & Webber as local counsel to assist in drafting the limited partnership document according to the understanding which Mr. Linder and I reached. The selection of these consultants was my decision entirely; Mr. Linder had no control over my decision to hire any consultant.

At my request, Owl Engineering sent a map to me showing the permissible area for a transmitter site so that I could begin to locate a site. I next obtained a more detailed 7.5 minute survey maps directly from the U.S. Geological Survey Bureau to make it easier to locate a site. Upon reviewing these maps, I became confused with the markings and asked Mark McVey's assistance in explaining the maps to me. I was acquainted with Mr. McVey through working with him at station KKSI, and respected his engineering ability.

In locating a tower site, I wanted to be able to serve the larger towns of Ottumwa, Fairfield and Bloomfield, but since those communities already were served by a number of radio signals, I also wanted to serve some of the smaller but stable farming communities to the south in Van Buren County. I was concerned that the larger towns might be over-saturated radio markets and I did

not want to have to rely entirely on them for revenue and I want to be able to offer signal coverage in less radioed areas to advertisers. By looking at the maps, Mr. McVey was able to point out the general land area which would allow me to serve the areas I had in mind. I asked him to accompany me when I went to view the various potential sites.

I spoke with the owners of three potential tower sites and personally negotiated the terms of the assurance for the site I ultimately selected. Later, when this site was sold, I pursued and obtained reasonable assurance of the site's continued availability from the new owner. I did not consult with Bruce Linder, and he did not offer any advice to me, with regard to selecting the tower site. I first told Bruce where the tower site would be after Owl Engineering completed the engineering portion of the application.

I developed the applicant's proposed construction and operating budget from a number of independent sources. When I was preparing this budget, I solicited Mr. McVey's verbal opinions on the cost, availability and advisability of certain pieces of equipment which I was contemplating for use at the new station. He also provided me with additional sources for equipment costs. This information was helpful in creating my budget for the applicant. The partnership paid Mr. McVey for all services he rendered to me. I did not seek any budget information from Bruce Linder. After the budget was finalized, I mentioned the total budget figure to Mr. Linder during a telephone conversation and remarked about the cost of a few individual items. He did not respond other than with an

In consultation with my attorneys and engineer, I have made all decisions and taken all other steps needed to prepare and file the applicant's Eldon construction permit application.

I established the local public inspection file in Eldon and arranged for publication of the public notices that the application was filed with the FCC and, later, that it had been designated for hearing.

Bruce Linder's involvement as the limited partner has been strictly that of a passive investor. He has purchased a passive equity interest in the applicant and has agreed to make a loan to the partnership to finance the construction and initial operation of the station. Since agreeing to become a limited partner before the application was filed, he has acted in full accordance with the limitations contained in the partnership agreement. He has never

station KKSI has no bearing on the proposed Eldon station. I have not prepared, filed or prosecuted the construction permit application for any purpose other than to acquire the construction permit, build and operate a new radio service in Eldon, Iowa, on behalf of Sample.

With regard to my civic involvement in my proposed service area, the drug series which I produced for TV Station KOIA in 1989 dealt with the issues of illegal drug sales, drug abuse and the public services available for drug addicts in southern Iowa. My involvement covered a period of about one week with an average of thirty hours spent directly on the program.

The 1989 television show about farmers in southern Iowa, dealt with developments in farming techniques, the effect of the competition between big and small operation farmers and the extent to which farmers rely on government subsidies to make a living. My involvement in the project covered a period of about one week with an average of twenty-five hours spent directly on the program.

The 1990 television show about teenage pregnancy dealt with the incidence, attitudes, responses and government programs surrounding teenage pregnancy in southern Iowa. My involvement covered a period of about two weeks with an average of fifty hours per week spent directly on the program.

The Standard Integration Statement, a separate hearing exhibit contains additional information about the applicant, Mr. Linder and myself.

I certify under penalty of perjury that the above statement is true and correct to the best of my knowledge and belief.

4.30. '93
Date

C Sample-Day
Carmela Sample-Day

SAMPLE BROADCASTING COMPANY, L.P.

EXHIBIT 3

BRUCE H. LINDER

It was 1991 when I became aware of that a new FM channel had been allocated to Eldon. I don't recall if I learned of the channel through a broadcast engineer, Broadcasting Magazine or a communications law firm. When I first learned of the allocation I was not particularly interested in personally pursuing the channel but I thought that maybe O-Town Communications, Inc., ("O-Town") might be interested. I asked either Garret Lysiak of Owl Engineering or Mark McVey whether there would be any city-grade service area overlap between KKSI and the Eldon station. From my other broadcast interests, I recalled that the FCC had some policies about people having an active interest in more than one FM station with overlapping city-grade signal contours and I wanted to know if this should be a concern should O-Town decide to pursue the Eldon channel. I was informed that it was possible to locate the Eldon station so that its city-grade contour would not overlap that of KKSI. Shortly after learning of the allocation I asked my father, the President and majority voting shareholder in O-Town whether he wanted to pursue the Eldon channel as an opportunity for himself or for O-Town. He was not interested. As a result, I let the matter drop for awhile.

After some time, I reconsidered my initial reaction toward the Eldon channel, and thought that it had some investment possibilities after all and might be worth the risk of a start-up small

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BRUCE H. LINDER

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Docket No. <u>92-376</u>	Exhibit No. <u>3</u>
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Date <u>5/25/93</u>	

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generally cost somewhere between \$100,000 and

SAMPL
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business. By this time, however, I had pretty much decided that personally overseeing the Eldon operation would have been too much of a diversion of my energies and attention to my required duties for KMHL Broadcasting Company, my employer in Mankato, Minnesota, and working with the management at FM station KKSI Eddyville, Iowa. I wanted only a passive interest in the Eldon station as an investment that would not require my time or attention; I never used the overlap information. Given my father's position on the subject, I did not ask him to reconsider his position on O-Town applying for the station.

During one visit to KKSI in the summer of 1991, Carmela Sample-Day (then Carmela Sample) and I were having a conversation about radio when either she or I brought up the subject of the Eldon channel. When we discovered that we were both interested in the channel and the possibility of forming some type of an entity to apply for the channel, we had more conversations by phone and in person. I was already somewhat familiar with Ms. Sample-Day because she is News Director for station KKSI and I had spent some time with her. She is very good at working with others and is resourceful, competent and someone who has the ambition and ability to handle a start-up business and could make a good business partner. During our conversations about the Eldon channel, we discussed the general requirements of preparing and filing a construction permit application, the risks involved with a startup business and whether the channel was worth pursuing. We discussed that new stations generally cost somewhere between \$100,000 and